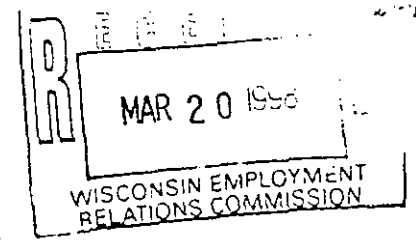


IN ARBITRATION



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In the matter of the Interest Arbitration between

LINCOLN COUNTY PROFESSIONAL DEPUTIES'  
ASSOCIATION, LOCAL 101 OF THE LABOR  
ASSOCIATION OF WISCONSIN, INC.

and

Case 158, No. 55159  
MIA-2131

LINCOLN COUNTY

Decision No. 29227-A

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AWARD

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Introduction

The Lincoln County Professional Deputies' Association, Local 101 of the Labor Association of Wisconsin, Inc. (hereafter "Association"), on May 6, 1997, filed a petition requesting the Wisconsin Employment Relations Commission (WERC) to initiate final and binding arbitration pursuant to Sec. 111.77(3) of the Wisconsin Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Union and Lincoln County (hereafter "County" or "Employer") over a labor agreement covering a bargaining unit of non-supervisory law enforcement personnel employed by the County. An informal investigation was conducted by the WERC staff and on October 27, 1997 the WERC certified an impasse and submitted a panel of arbitrators to the parties. From that panel the parties selected Arlen Christenson of Madison, Wisconsin who was appointed to arbitrate on November 19, 1997. A hearing was held in Merrill, Wisconsin on January 13, 1998 at which the parties had full opportunity to present evidence and argument. The proceedings were not reported and, accordingly, the record consists of the exhibits introduced at the hearing and the arbitrator's notes. Post hearing briefs were filed and were received by the arbitrator by February 20, 1998.

Appearances

Thomas A. Bauer, Labor Consultant, Labor Association of Wisconsin, Inc., Appleton, Wisconsin, appeared on behalf of the Association.

John Mulder, Administrative Coordinator, appeared on behalf of the County.

Issue

The purpose of this arbitration is, pursuant to Section 111.77 of the Wisconsin Statutes, to select one or the other of the final offers of the parties and, in doing so, to apply the appropriate statutory factors from Section 111.77(6). More specifically, the sole issue presented by those offers is the wage increase in the second year of a two year contract. The final offer of the Association proposes increases of 3.25% in each year. The County's final offer is 3.25% in the first year and 3.00% in the second year.

Statutory Factors

Section 11.77(6), of the Wisconsin Statutes provides, in relevant part, as follows:

- (6) In reaching a decision the arbitrator shall give weight to the following factors:

...

c) The interests and welfare of the public...

d) Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

1. In public employment in comparable communities.

...

e) The average consumer prices for goods and services, commonly known as the cost of living.

...

Discussion

There are eight factors listed in 11.77(6) to be given weight by the arbitrator. However there is no dispute nor is there any evidence or argument in the record with respect to factors other than those quoted above. Accordingly this discussion will focus exclusively on the three factors argued by the parties: 1) "interests and welfare of the public," 2) "comparison of wages hours and conditions of employment. . . in comparable communities" and 3) "cost of living."

Interests and Welfare of the Public

The Association argues, essentially, that the difference between the final offers is so small that the

Employer can easily afford it so the interests and welfare of the public will be served by selection of its offer. The County does not dispute its ability to pay what the Association proposes. It cites authority for the proposition that "the interest of the public is served by obtaining services at the lowest reasonable cost and obtaining, retaining and encouraging qualified public employees." Because its offer meets this test, the County argues, it should be chosen.

There is little basis for choice between the offers based on the criterion of "interests and welfare of the public." The test cited by the County is sufficiently vague that it could support either offer. Neither the lowest "reasonable" cost or the increase necessary to for "encouraging" public employees is apparent from the information available. The fact is that the "interests and welfare of the public" is, as applied in most cases, the summary criterion incorporating and building upon all of the others. Both offers can reasonably be seen as serving the interests and welfare of the public.

#### Comparison of Comparable Communities

The list of comparable communities for interest arbitration purposes is well established by the history of the relationship between the parties. The list consists of five contiguous counties and the City of Merrill. However, among those comparable communities, only two have settled their collective bargaining agreements for 1998. Langlade county has settled for a wage increase of 3.25% and Price county for 3.00%. Because of the lack of helpful information from what it calls "primary comparables," the County proposes consideration of "secondary comparables" consisting of five additional non-contiguous counties. The Association objects to the additional comparables on the ground that they are "too far away."

The statutory criterion requires consideration of wages, hours and conditions of employment in comparable communities but it contains nothing to help define the meaning of comparable. In fact all communities in Wisconsin are in some degree comparable. All operate under the same set of laws, have the same taxing authority, etc. In the end comparability is a matter of degree. The question is whether a particular community is sufficiently comparable so that information about the wages, hours and conditions of employment of the employees in that community is sufficiently relevant to be considered.

The parties agree that wage data from what the County calls "primary" comparables are the most relevant. Information from the "secondary" comparables is less relevant but nevertheless might be useful in a more limited way. In fact, however, the information from the "secondary" communities is not very helpful because it is also extremely limited. Only one such community has settled for 1998 and the implications of that settlement are ambiguous. Vilas County settled for a 2.6% increase in 1998, the second year of a two year contract. The 2.6% increase is closer to the County's offer than the Association's. However, in the first year of the Vilas County contract the increase was 6% making the two year increase 8.6% or an average of 4.3% a year compared to a two year average of 3.25% in the Association's offer and 3.125% in the County's.

The County contends that its offer is the more reasonable because it would maintain the relative position of the deputy's wage scale among both the primary and secondary comparables. This point is significant because, in general, arbitrators are reluctant to adopt a proposal that would significantly change a consistent, bargained position. It is of limited help in reaching a conclusion in this case, however, because the Association's offer would also, almost certainly, maintain the historical standing relative to the primary comparables. The deputy's's pay scale has consistently ranked fourth among the comparables and neither offer would move it into the top three.

#### Cost of Living

Cost of living evidence is also singularly unhelpful. Both offers slightly exceed the increase in the cost of living as measured by the Consumer Price Index. All of the settlements reported for the two year period under consideration exceeded the cost of living increase. The information available does little to help answer the question how much the settlement should exceed the increase in the cost of living.

#### Conclusion

The offers of the parties are extremely close. The difference between a wage increase of 3% and 3.25% for 1998 is \$1,679.16. This difference is, of course, more important than it might appear on its face because it is built into the salary base and continues into the future. Based on the limited available information, however, the Association's offer appears to be the more acceptable. Among the primary and secondary comparables, three communities have settled for the two years of 1997 and 1998. Those settlements were for an average of 3.25%, 4.3% and 4.8% a year respectively. The Association's offer averaging 3.25% over the two year period of the collective bargaining agreement is closer to those settlements than the County's offer averaging 3.125%. This slim reed provides at least a minimal basis for selecting one offer over the other. Neither offer would likely change the relative position of the deputy's wage scale with respect to comparable communities. Because there is so little difference looking to the relationship to cost of living is of little help. Accordingly the award will be to implement the Association's final offer.

#### Award

The final offer of the Lincoln County Professional Deputies' Association is accepted and shall be incorporated into the collective bargaining agreement between the Association and Lincoln County for 1997 and 1998.

Dated at Madison Wisconsin this 16 day of March, 1998.

  
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Arlen Christenson, Arbitrator